

**BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. 2016-24

**GEORGE K. WEBB
GEORGE WEBB TERMITE & PEST
CONTROL
1035 Siskiyou Ave.
Oroville, CA 95965
Operator License No. OPR 9331
Company Registration Certificate No. PR
2644**

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on May 25, 2016.

It is so ORDERED April 25, 2016



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 KENT D. HARRIS
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10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

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15 Oroville, CA 95965
Operator License No. OPR 9331
16 Company Registration Certificate No. PR
2644

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

17 Respondent.

18
19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. Susan Saylor ("Complainant") is the Registrar/Executive Officer of the Structural
23 Pest Control Board. She brought this action solely in her official capacity and is represented in
24 this matter by Kamala D. Harris, Attorney General of the State of California, by Stanton W. Lee,
25 Deputy Attorney General.

26 2. Respondent George K. Webb, George Webb Termite & Pest Control ("Respondent")
27 is represented by attorney Jeff Kravit, whose address is: 6747 Fair Oaks Blvd., Carmichael, CA
28 95608.

3. On or about November 4, 1994, the Structural Pest Control Board issued Operator License No. OPR 9331 to George K. Webb, George Webb Termite & Pest Control (Respondent). The Operator License was in full force and effect at all times relevant to the charges brought in Accusation No. 2016-24 and will expire on June 30, 2018, unless renewed.

4. On or about November 4, 1994, the Structural Pest Control Board issued Company Registration Certificate No. PR 2644 in Branch 3 to George Webb Termite Control with George Kenneth Webb as the owner and Qualifying Manager (Respondent). On or about June 26, 2008, the registration was upgraded to include Branch 2 with Dennis Mohlin Ohlsson as the Branch 2 Qualifying Manager, and the namestyle was changed to George Webb Termite & Pest Control. On or about June 4, 2014, the registration was suspended for failing to have a Branch 2 Qualifying Manager. On or about August 14, 2014, the registration was reinstated and downgraded to include Branch 3 only. The Company Registration Certificate was in full force and effect at all times relevant to the charges brought in Accusation No. 2016-24.

JURISDICTION

5. Accusation No. 2016-24 was filed before the Structural Pest Control Board (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on October 20, 2015. Respondent timely filed his Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 2016-24 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, and understands the charges and allegations in Accusation No. 2016-24. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel

1 the attendance of witnesses and the production of documents; the right to reconsideration and
2 court review of an adverse decision; and all other rights accorded by the California
3 Administrative Procedure Act and other applicable laws.

4 9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
5 every right set forth above.

6 **CULPABILITY**

7 10. Respondent understands and agrees that the charges and allegations in Accusation
8 No. 2016-24, if proven at a hearing, constitute cause for imposing discipline upon his Operator
9 License.

10 11. For the purpose of resolving the Accusation without the expense and uncertainty of
11 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
12 basis for the charges in the Accusation, and that Respondent hereby give up his right to contest
13 those charges.

14 12. Respondent agrees that his Operator License is subject to discipline and he agrees to
15 be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

16 **CONTINGENCY**

17 13. This stipulation shall be subject to approval by the Structural Pest Control Board.
18 Respondent understands and agrees that counsel for Complainant and the staff of the Structural
19 Pest Control Board may communicate directly with the Board regarding this stipulation and
20 settlement, without notice to or participation by Respondent. By signing the stipulation,
21 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the
22 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
23 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
24 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
25 the parties, and the Board shall not be disqualified from further action by having considered this
26 matter.

14. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

15. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

16. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that both Operator License No. OPR 9331 and Company Registration Certificate No. PR 2644 issued to Respondent are revoked. However, the revocations are stayed and Respondent is placed on probation for five (5) years on the following terms and conditions.

1. **Obey All Laws.** Respondent shall obey all federal, state, and local laws and all laws and rules relating to the practice of structural pest control.

2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during the period of probation.

3. **Tolling of Probation.** Should Respondent leave California to reside outside this state, Respondent must notify the Board in writing of the dates of departure and return. Periods of residency , practice outside the state, periods of inactive or cancelation due to non-renewal shall not apply to reduction of the probationary period.

4. **Notice to Employers.** Respondent shall notify all present and prospective employers of the decision in case no. 2016-24. and the terms, conditions and restriction imposed on Respondent by said decision.

1 Within 30 days of the effective date of this decision, and within 15 days of Respondent
2 undertaking new employment, Respondent shall cause his/her employer to report to the Board in
3 writing acknowledging the employer has read the decision in case No. 2016-24.

4 **5. Notice to Employees.** Respondent shall, upon or before the effective date of this
5 decision, post or circulate a notice to all employees involved in structural pest control operations
6 which accurately recite the terms and conditions of probation. Respondent shall be responsible
7 for said notice being immediately available to said employees. "Employees" as used in this
8 provision includes all full-time, part-time, temporary and relief employees and independent
9 contractors employed or hired at any time during probation.

10 **6. Posted Notice of Suspension.** Respondent George Webb Termite & Pest Control
11 shall prominently post a suspension notice provided by the Board of the Board's order of
12 suspension at its principal office and each of its branch offices in a place conspicuous and
13 readable to the public. Said notice shall remain so posted during the entire period of actual
14 suspension.

15 **7. Completion of Probation.** Upon successful completion of probation, Respondent's
16 license/certificate will be fully restored.

17 **8. Violation of Probation.** Should Respondent violate probation in any respect, the
18 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
19 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
20 Respondent during probation, the Board shall have continuing jurisdiction until the matter is
21 final, and the period of probation shall be extended until the matter is final.

22 **9. Actual Suspension.** Company Registration No. PR 2644 and Operator License No.
23 OPR 9331 are suspended for 15 consecutive days, beginning on the effective date of the decision.
24 In lieu of the 15 day suspension, Respondent has the option to pay a civil penalty in the amount of
25 \$3,000, thereby eliminating the actual suspension. The civil penalty is due prior to the effective
26 date of the decision.

27 **10. Restoration Bond.** Pursuant to Business and Professions Code section 8697.3, as a
28 condition to the restoration of Company Registration No. PR 2644, George Webb Termite & Pest

Control shall file a surety bond in the sum of \$17,000 due no later than the last day of suspension.

11. **Correspondence Course.** Within six (6) months of the effective date of this decision, Respondent shall complete four (4) hours of a Board approved Rules and Regulations course. These hours cannot be used towards renewal of Operator License No. OPR 9331.

12. **Reimbursement of Random Inspections.** Respondent shall reimburse Board for one random inspection per quarter, not to exceed \$125.

13. **Restitution to Consumer.** Respondent shall satisfy any settlement entered into or judgment rendered against him in *Patterson v. Webb, et al.* (El Dorado County Superior Court No. PC 20150497), filed on September 17, 2015. Failure to satisfy said settlement or judgment shall be deemed a violation of probation. Within 60-days of any any settlement or judgment being entered in *Patterson v. Webb*, Respondent shall submit to the Board, written proof of having satisfied the terms of the settlement or judgment, or written proof of having made arrangements acceptable to the Plaintiff in *Patterson v. Webb* for the satisfaction of the settlement or judgment. Failure to submit written proof to the Board within 60-days shall be deemed a violation of probation.

14. **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying Manager.** Respondent is prohibited from serving as an officer, director, associate, partner, qualifying manager, or branch office manager of any registered company other than George Webb Termite & Pest Control during the period that discipline is imposed on Operator License No. OPR 9331.

15. **Cost Recovery.** Respondent shall reimburse the Board investigative and enforcement costs in the amount of \$8,542.50. Said amount may be paid in monthly installments as agreed by the Board and shall be paid in full no later than three month prior to the end of probation. Probation shall not be terminated until all costs are paid in full.

ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Operator License, and Company Registration Certificate. I enter into this Stipulated Settlement and Disciplinary Order voluntarily,

1 knowingly, and intelligently, and agree to be bound by the Decision and Order of the Structural
2 Pest Control Board.

3
4 DATED: 1-22-16

George K. Webb
5 GEORGE K. WEBB, GEORGE WEBB TERMITE &
6 PEST CONTROL
Respondent

7
8 DATED: 1-22-16

Jeff Kravitz
9 Jeff Kravitz
Kravitz Law Office
10 Attorney for Respondent

11 **ENDORSEMENT**

12 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
13 submitted for consideration by the Structural Pest Control Board.

14 Dated: 1/25/16

Respectfully submitted,

15 KAMALA D. HARRIS
Attorney General of California
16 KENT D. HARRIS
Supervising Deputy Attorney General

Stanton W. Lee
17
18 STANTON W. LEE
19 Deputy Attorney General
20 Attorneys for Complainant

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